

Westpac FlexEquip Agreement Amendments

By submitting your application to access FlexEquip Online, you are agreeing to the below changes to your FlexEquip Agreement with Westpac.

Clause 3.2 – Selling your Assets has the following wording inserted:

- If you are a FlexEquip Online User
 - i. Complete the applicable process on FlexEquip Online; and
 - ii. If Westpac NZ accepts your request for the sale or removal of an Asset (which it may do in its sole discretion and subject to clause 3.6) Westpac New Zealand will update the Facility Schedule and send you an email confirmation. The updated Facility Schedule will be available on your FlexEquip Online account, and it will replace any previous Facility Schedule provided to you.

Clause 3.4 - Adding to your Asset Pool has the following wording inserted:

- If you are a FlexEquip Online User
 - i. Complete the applicable process on FlexEquip Online to request the addition of the new asset; and
 - ii. If Westpac NZ accepts your request to add a new asset (which it may do in its sole discretion and subject to clause 3.6), Westpac NZ will send you an email confirmation. The updated Facility Schedule will be available on your FlexEquip Online account, and it will replace any previous Facility Schedule provided to you.

Clause 3.5 – Security over new assets has been deleted and replaced with the following wording:

- If you are adding an asset to your Asset Pool, you will need to give Westpac New Zealand security over the asset unless a General Security Agreement is already in place. This security will be given by providing an Asset Acquisition Form in accordance with the above, or completing the applicable process on FlexEquip Online.

Clause 8.1 – Explanation of terms is amended to include the following definition:

- FlexEquip Online User means a customer that has signed up with Westpac NZ to use FlexEquip Online, and is subject to the Westpac FlexEquip Online Terms and Conditions.



FlexEquip